

Rules and Regulations for the Classification of Linkspans, July 2008

Notice No. 5

Effective Date of Latest Amendments:

See page 1

Issue date: June 2013



RULES AND REGULATIONS FOR THE CLASSIFICATION OF LINKSPANS, July 2008

Notice No. 5

This Notice contains amendments within the following Sections of the *Rules and Regulations for the Classification of Linkspans, July 2008.* The amendments are effective on the dates shown:

Part	Chapter	Section	Effective date
1	1	1, 2, 8	1 July 2013

The Rules and Regulations for the Classification of Linkspans, July 2008 are to be read in conjunction with this Notice No. 5.

The status of the Rules is now:

July 2008 Rules for Linkspans Effective date: 1 November 2008 Notice No. 1 Effective date: Notice No. 2 Effective date: 1 April 2009 Notice No. 3 1 March 2010 Effective date: Notice No. 4 Effective date: 1 October 2012 Notice No. 5 1 July 2013 Effective date

Part 1, Chapter 1 General Regulations

Effective date 1 July 2013

■ Section 1

- 1.1 Lloyd's Register Group Limited (hereinafter referred to as 'LR'), which is recognised under the laws of the United Kingdom as a corporate body and a charity established for the benefit of the community, was founded in 1760. It was established for the purpose of producing a faithful and accurate classification of merchant shipping. It now primarily produces classification Rules. Lloyd's Register Group Limited and its subsidiaries are hereinafter referred to as 'LR Group'.
- 1.1 Lloyd's Register Group Limited is a registered company under English law, with origins dating from 1760. It was established for the purpose of producing a faithful and accurate classification of merchant shipping. It now primarily produces classification Rules.
- 1.2 Classification services are delivered to clients by a number of other members subsidiaries and affiliates of the Lloyd's Register Group Limited, including but not limited to: Lloyd's Register EMEA, Lloyd's Register Asia, Lloyd's Register North America, Inc., and Lloyd's Register Central and South America Limited. Lloyd's Register Group Limited, its subsidiaries and affiliates are hereinafter, individually and collectively, referred to as 'LR'.

■ Section 2

2.1 LR remains the sole classification society in the LR Group. LR Lloyd's Register Group Limited is managed by a Board of Directors (hereinafter referred to as 'the Board').

The Board has:

appointed a Classification Committee and determined its powers and functions and authorised it to delegate certain of its powers to a Classification Executive and Devolved Classification Executives; appointed Technical Committees and determined their powers, functions and duties.

2.2 The LR Group has established National and Area Committees in the following:

Countries:

Australia (via Lloyd's Register Asia)

Canada (via Lloyd's Register North America, Inc.)

China (via Lloyd's Register Asia) Egypt (via Lloyd's Register EMEA) Federal Republic of Germany

(via Lloyd's Register EMEA)

France (via Lloyd's Register EMEA)

Italy (via Lloyd's Register EMEA)

Japan (via Lloyd's Register Group Limited)

New Zealand (via Lloyd's Register Asia)

Poland (via Lloyd's Register (Polska) Sp zoo)

Spain (via Lloyd's Register EMEA)

United States of America (via Lloyd's Register North America, Inc.)

Areas:

Benelux (via Lloyd's Register EMEA)

Central America (via Lloyd's Register Central and

South America Ltd)

Nordic Countries (via Lloyd's Register EMEA)

South Asia (via Lloyd's Register Asia)

Asian Shipowners (via Lloyd's Register Asia)

Greece (via Lloyd's Register EMEA)

■ Section 8

8.2 In providing services, information or advice, the LR Group does not warrant the accuracy of any information or advice supplied. Except as set out herein, LR will not be liable for any loss, damage or expense sustained by any person and caused by any act, omission, error, negligence or strict liability of any of the LR Group or caused by any inaccuracy in any information or advice given in any way by or on behalf of the LR Group even if held to amount to a breach of warranty. Nevertheless, if the Client uses LR's services or relies on any information or advice given by or on behalf of the LR Group and as a result suffers loss, damage or expense that is proved to have been caused by any negligent act, omission or error of the LR Group or any negligent inaccuracy in information or advice given by or on behalf of the LR Group, then a member of the then LR Group will pay compensation to the client for its proved loss up to but not exceeding the amount of the fee (if any) charged for that particular service, information or advice.

- 8.3 Lloyd's Register Group Limited, its affiliates and subsidiaries and their respective efficers, employees or agents are, individually and collectively, referred to in this clause as 'Lloyd's Register'. Lloyd's Register assumes no responsibility and shall not be liable to any person for any loss, damage or expense caused by reliance on the information or advice in this document or however provided, unless that person has signed a contract with the relevant Lloyd's Register entity for the provision of this information or advice and in that case any responsibility or liability is exclusively on the terms and conditions set out in that contract.
- 8.3 LR will print on all certificates and reports the following notice: Lloyd's Register Group Limited, its affiliates and subsidiaries and their respective officers, employees or agents are, individually and collectively, referred to in this clause as 'Lloyd's Register'. Lloyd's Register assumes no responsibility and shall not be liable to any person for any loss, damage or expense caused by reliance on the information or advice in this document or howsoever provided, unless that person has signed a contract with the relevant Lloyd's Register entity for the provision of this information or advice and in that case any responsibility or liability is exclusively on the terms and conditions set out in that contract.
- 8.4 Netwithstanding the previous clause, the Except in the circumstances of section 8.2 above, LR Group will not be liable for any loss of profit, loss of contract, loss of use or any indirect or consequential loss, damage or expense sustained by any person caused by any act, omission or error or caused by any inaccuracy in any information or advice given in any way by or on behalf of the LR Group even if held to amount to a breach of warranty.
- 8.5 Any dispute about LR'-e services is subject to the exclusive jurisdiction of the English courts and will be governed by English law.

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